

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENCE NUMBER.

RATIFICATION, AMENDMENT AND REVIVOR OF OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

This Amendment of Oil and Gas Lease ("Amendment") is executed by Joseph I. Engler, Trustee of the Louis Engler Trust and Independent Executor of the Estate of the Nettye F. Engler, Deceased, the address of whom is 316 Bailey Avenue, Suite 111, Fort Worth, Texas 76107 ("Lessor"), and Chesapeake Exploration, L.L.C. the address of which is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 ("Lessee") for the purposes and considerations hereinafter expressed.

Recitals

Reference is made to the following:

A. Lessee is the current owner of the interest in and under that certain oil and gas lease (the "Lease") dated July 27, 2006 from Lessor to Dale Resources, L.L.C., recorded as document number D206254744, Real Property Records, Tarrant County, Texas. Terms defined in the Lease shall have the same meaning in this Amendment.

B. Lessor and Lessee wish to revive, ratify and amend the Lease.

NOW THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced by the following new paragraph 2:

"2. Primary Term. This Lease shall be for a term of one (1) year from November 1, 2009 (called "Primary Term") and as long thereafter as oil or gas is produced from the Land in paying quantities or this lease is otherwise maintained according to the provisions herein."

2. Paragraph 5 of the Lease is hereby deleted in its entirety and replaced by the following new paragraph 5:

"After the Primary Term, if there is a gas well on this Lease capable of producing in paying quantities, but gas is not being sold and this Lease is not otherwise maintained, Lessee may pay or tender in advance an annual royalty of \$50 per

acre covered by this Lease within the Retained Tract or pooled unit for each well from which gas is not being sold. Payment with respect to a well will be due within 90 days after the well is shut-in. While royalty payments are timely and properly paid, this Lease will be held as a producing lease. The right of Lessee to maintain this Lease in force by payment of shut-in gas royalty is limited to five (5) cumulative years. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by check of Lessee mailed or delivered to the parties entitled thereto on or before the due date. A well drilled to total depth in the Barnett Shale formation shall be deemed to be capable of production in paying quantities, even if such well has not yet been stimulated or completed.”

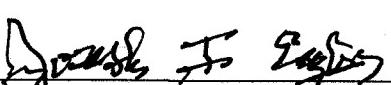
3. The third sentence of paragraph 12a of the Lease is amended to provide that Lessee shall pay Lessor \$50 per linear foot for pipelines placed on the Land, including the drill site, either by the Lessee or by any entity to which the Lessee sells oil or gas produced from a well located on such drill site.

4. For the purposes of calculating lease bonus, royalty and shut-in payments related to the Lease, as amended hereby, the Land shall be deemed to contain 18.7293 acres. All of the land covered by the Lease shall be placed in the pooled unit in which the Lease is included, and, if necessary, Lessee shall amend the pooled unit in which the Lease has been placed so that all the Land is included in such pooled unit.

5. The Lessor hereby grants and leases the Lands to the Lessee on the terms and conditions set forth in the Lease, as amended hereby, and the Lessor hereby revives, adopts, ratifies and confirms the Lease, as amended hereby, and agrees that the Lease, as amended hereby is a valid and subsisting lease in full force and effect in accordance with its terms and provisions, as amended.

6. It is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto, shall remain in full force and effect.

SIGNED AS OF THE 16 DAY OF DECEMBER, 2009.


Joseph I. Engler, Trustee of the Louis Engler Trust and Independent
Executor of the Estate of the Nettye F. Engler, Deceased

CHESAPEAKE EXPLORATION, L.L.C.

Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

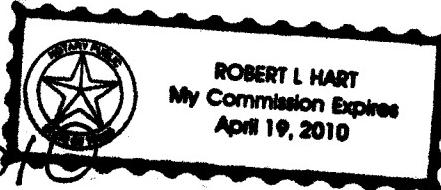
gjm
ccb
xsl

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 16 day of December, 2009 by Joseph I. Engler, Trustee of the Louis Engler Trust and Independent Executor of the Estate of the Nettye F. Engler, Deceased for the purposes and considerations therein expressed, and in the capacities therein stated.

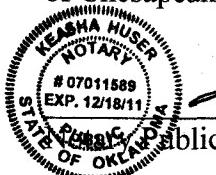
Notary Public, State of Texas

My commission expires:



STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

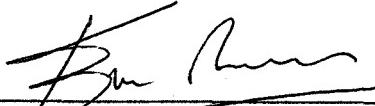
The foregoing instrument was acknowledged before me on the 20th day of May, 2010, by Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company.



Kearsha Hobbs

TOTAL E&P USA, INC., a Delaware corporation

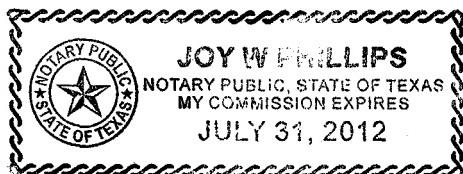
By:


Eric Bonnin, Vice President- Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

May The foregoing instrument was acknowledged before me this 28 day of
 , 2010, by Eric Bonnin as Vice President – Business Development and
Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and
behalf of such corporation.





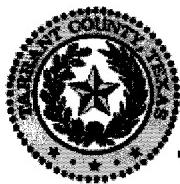
Joy W Phillips
Notary Public in and for the State of Texas

Please Return To:


Dale Property Services
Attn: Jackie Ward
500 Taylor St., Suite 600
Annex Building
Fort Worth, Texas 76102

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC
500 TAYLOR STREET 600
FTW, TX 76102

Submitter: DALE RESOURCES LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/23/2010 2:18 PM

Instrument #: D210290530

OPR	6	PGS	\$32.00
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By: Suzanne Henderson

D210290530

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD